

BILL NO. S-77-01-17

SPECIAL ORDINANCE NO. S-21-77

AN ORDINANCE approving a contract with Continental Construction Company, Inc., for Resolution No. 5734-1976: Oxford Phase II.


BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated December 13, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Continental Construction Company, Inc., for:

Resolution No. 5734-1976: Oxford Phase II: To improve and repair curbs, sidewalks and catch basins in an area being bounded by the south side of Drexel Avenue on the North, Oliver Street on the west, the North side of Oxford Street on the South, and Holton Avenue on the east,

for a total cost of \$44,181.95, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


City Clerk

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____ the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-11-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 1-25-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. I-21-77 on the 25th day of Jan, 1976.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of January, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 28th day of January, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Rabert Lamichong
MAYOR

Bill No. S-77-01-17

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Continental Construction Company, Inc., for
Resolution No. 5734-1976: Oxford Phase II

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 20 PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

25 1-25-77 CONCURRED IN
DATE _____ CHARLES W. HARTMAN, CITY CLERK

by and between

-CONTINENTAL CONSTRUCTION COMPANY, INC.

by grading and paving the roadway to a width of XXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX

ment Resolution No. 5734-76 and at the following price per lineal foot:

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated

Inlet, Type I	Two hundred and twenty-five dollars and no cents per each	225.00
Castings, Type C	One hundred and sixty-five dollars and no cents per each	165.00
Pipe, Class IV, 12" RCP	Twelve dollars and fifty cents per lineal foot	12.50
6" Recessed Concrete	Sixteen dollars and no cents per square yard	16.00
Hot Asphalt Surface 2" (A-2)	Forty-four dollars and no cents per ton	44.00
Sawing	No dollars and fifty cents per lineal foot	0.50
Adjust Water Valve	Twenty-five dollars and no cents per each	25.00
Backfill Material Behind Curb	Six dollars and fifty cents per ton	6.50
Fine Grading and Seeding	One dollar and no cents per square yard	1.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

It is further agreed by and between said parties, that the acceptance or the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will property and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

GUARANTY BOND

Know All Men by These Presents, That we _____

----- CONTINENTAL CONSTRUCTION COMPANY, INC. ----- Contractors

as principal, and _____

----- AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA ----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

--- FORTY-FOUR THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS AND NINETY-FIVE CENTS ---

----- (\$ 44,181.95)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

----- CONTINENTAL CONSTRUCTION COMPANY, INC. -----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

Pavement
Phase II:
on Resolution No. 5734-1976: Oxford Street ~~from~~ To improve and repair curbs, side-
walks and catch basins in an area being bounded by the south side of Drexel Ave.
on the North, Oliver Street on the west, the North side of Oxford Street on the
South, and Holton Avenue on the east.

_____ according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

CONTINENTAL CONSTRUCTION COMPANY, INC. ----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____

AMERICAN STATES INSURANCE COMPANY

CONTINENTAL CONSTRUCTION COMPANY, INC. (SEAL)

Paul A. Lohse
PAUL A. LOHSE - ATTORNEY-IN-FACT

BY: *M. J. D. Neal* (SEAL)

ITS: President (SEAL)

Approved this 13 day of December, 1976

Harry R. McManis
Earl H. Long
May J. Scott
Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

-----CONTINENTAL CONSTRUCTION COMPANY, INC.-----

as principal, and--AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of -----

----FORTY-FOUR THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS AND NINETY-FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 44,181.95)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ----- day of -----

AMERICAN STATES INSURANCE COMPANY

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

Paul A. Lohe
PAUL A. LOHSE - ATTORNEY-IN-FACT

BY: *W.C. Neal* (SEAL)

ITS: President (SEAL)

(SEAL)

Approved this 13 day of December, 1976

Henry B. Whelanberg
Edw. H. Pomeroy
May J. Scott
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

DECEMBER 1, 1976

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint _____

-----PAUL A. LOHSE, EDWARD M. BROWN, THEODORE KORTZ and HAYES L. POTTER-----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 30th day of May

A. D. 19 75

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 30th day of May, A. D., 1975, before me personally came

William M. Evans

to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company, that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Debra Kay Driscoll

Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this _____

day of _____, A. D., 19____.

(SEAL)

Stanley L. Riegel
Assistant Secretary

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Continental Construction - Res. 5734-1976DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Contract of Continental Construction Co., Inc. in amount of\$44,181.95 provides for curb, sidewalk and catch basin repairs in the Oxford Phase II
area bounded by Drexel, Oliver, Oxford and Holton.This was the low of seven bids received.(SEE TABULATION ATTACHED)EFFECT OF PASSAGE Allow for improvements in Community Development area at no cost
to property ownersEFFECT OF NON-PASSAGE Inability to provide improvements for lowest bidMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Total cost to be paid by
Community Development & Planning from their allocated fund - \$44,181.95

ASSIGNED TO COMMITTEE

Moses - Public Works